

EXHIBIT E

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SUPERIOR COURT OF CALIFORNIA
SANTA CLARA COUNTY

**CHRISTINA SHAW, (See additional
parties list with plaintiffs attached)**

Plaintiffs,

v.

23ANDME, INC.,

Defendant.

Case No. 24CV449936

**COMPLAINT FOR CIVIL
DAMAGES AND INJUNCTIVE
RELIEF**

- 1. Illinois Genetic Information Privacy Act**
- 2. Negligence**
- 3. Breach Of Actual and Implied Contract**
- 4. Invasion Of Privacy – Intrusion Upon Seclusion**
- 5. Unjust Enrichment**

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Christina Shaw (Attachment 1) and each of them, individually (hereinafter “Plaintiffs”) allege against Defendant 23andMe, Inc. (“23andMe” or “Defendant”) as follows:

SUMMARY:

1. Defendant is a genomic and biotechnology company that looks at an individual's genome for the purpose of creating unique, personalized genetic reports on ancestral origins, personal genetic health risks, chances of passing on carrier conditions, and pharmacogenetics.¹
2. To take advantage of Defendant's services, customers had to provide sensitive personal, genetic, and biological information. To gain the trust of potential customers Defendant expressly advertised the importance of security as "Privacy is in our DNA".
3. On or about October 6, 2023, Defendant announced, via their website, that unauthorized threat actors had accessed 23andMe accounts and compiled customer profile information (the "Data Breach").²
4. The Data Breach contained millions of individuals' private identifying information (hereinafter "PII"), including, but not limited to: names, sex, date of birth, usernames, genetic ancestry, profile photos, geographical locations, living biological relatives, and data about individuals' ethnicity.
5. Plaintiffs are customers of 23andMe that were victims of the Data Breach. Due to the Data Breach, Plaintiffs' PII was released, stolen, and offered for sale on the dark web.
6. Defendant had a non-delegable duty and responsibility to implement and maintain reasonable security measures to secure, safeguard, and protect the private information that it collected, stored, and maintained for Plaintiffs.
7. Defendant disregarded the rights of Plaintiffs by intentionally, willfully, recklessly, or negligently failing to implement adequate and reasonable measures to ensure that Plaintiffs' PII was safeguarded, failing to take all available steps to prevent unauthorized disclosure of data, and failing to follow applicable, and appropriate protocols, policies, and procedures regarding the encryption of data. The Data Breach

¹ <https://www.23andme.com/#> (last visited January 9, 2024).

² <https://blog.23andme.com/articles/addressing-data-security-concerns>

was a direct result of Defendant's failure to implement adequate and reasonable cyber-security procedures and protocols necessary to protect victims' PII.

8. As a result of Defendant's failure to implement adequate data security measures, Plaintiffs have suffered actual harm in the disclosure of their PII to unknown and unauthorized third parties. Plaintiffs have suffered injury and ascertainable losses in the form of the present and imminent threat of fraud and identity theft, loss of the benefit of their bargain, out-of-pocket expenses, loss of value of their time reasonably incurred to remedy or mitigate the effects of the attack, and the loss of, and diminution in, value of their PII. Plaintiffs also remain vulnerable to future cyberattacks and thefts from the data in Defendant's possession.

9. As such, Plaintiffs assert claims for Illinois Genetic Information Privacy Act (GIPA), 410 ILCS 513 *et seq.*; negligence, breach of implied contract, invasion of privacy, and unjust enrichment.

JURISDICTION AND VENUE:

10. This Court has subject matter jurisdiction over this action pursuant to Article VI, section 10 of the California Constitution and Code of Civil Procedure section 410.10

11. This Court has personal jurisdiction over Defendant because it is headquartered in the State of California, county of Santa Clara, and purposefully avails itself of the laws, protections, and advantages of this State.

12. Venue is proper in this Court because Defendant conducts business in this County and reaped substantial profits from customers in this County. In addition, in its own Terms of Service, Defendant has agreed "...to submit to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California (except for small claims court actions which may be brought in the county where you reside), and waive any jurisdictional, venue, or inconvenient forum objections to such courts." Finally, a substantial part of the acts and conduct charged herein occurred in this County.

PARTIES:

13. Plaintiffs are residents of Illinois who provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach.
14. Plaintiff, Christopher Darrow is a resident of the State of Wisconsin but was a resident of Illinois at the time of the Data Breach. He provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach.
15. Plaintiff, Christina Davis is a resident of the State of Texas but was a resident of Illinois at the time of the Data Breach. She provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach.
16. Plaintiff, Carolina Borelli is a resident of the State of New York but was a resident of Illinois at the time of the Data Breach. She provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach.
17. Plaintiff, Borelli Carol Rush is a resident of the State of Nevada but was a resident of Illinois at the time of the Data Breach. She provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach.
18. Defendant 23andMe, Inc. is a biotechnology company headquartered in California that collects and analyzes an individual's genome for the purpose of creating personalized genetic reports directly to consumers.

FACTUAL ALLEGATIONS:

Defendant collected and stored Plaintiffs' PII

19. Defendant collects PII from their customers in the course of doing business.
20. As a condition of receiving Defendant's services, Plaintiffs were required to entrust

1 Defendant with highly sensitive genetic information, information derived from
2 genetic testing, health information, ancestral origin, and other confidential and
3 sensitive PII. 23andMe then stores that information in its platform.

4 21. According to the Privacy Statement on 23andMe's website, the company collects the
5 following categories of customer information:

- 6 a) Registration Information, including name, user ID, password, date of birth, billing
7 address, shipping address, payment information, account authentication
8 information, and contact information (such as email address and phone number).
- 9 b) Genetic information, including "[i]nformation regarding your genotype (e.g., the
10 As, Ts, Cs, and Gs at particular locations in your DNA)" and "the 23andMe genetic
11 data and reports provided to you as part of our Services."
- 12 c) Sample Information, including "[i]nformation regarding any sample, such as a
13 saliva sample, that you submit for processing to be analyzed to provide you with
14 Genetic Information, laboratory values or other data provided through our
15 Services."
- 16 d) Self-Reported Information, including "gender, disease conditions, health related
17 information, traits, ethnicity, family history, or anything else you want to provide
18 to us within our Service(s)."
- 19 e) User Content, including "[i]nformation, data, text, software, music, audio,
20 photographs, graphics, video, messages, or other materials, other than Genetic
21 Information and Self-Reported Information, generated by users of 23andMe
22 Services and transmitted, whether publicly or privately, to or through 23andMe. For
23 example, User Content includes comments posted on our Blog or messages you
24 send through our Services."
- 25 f) Web-Behavior Information, including "[i]nformation on how you use our Services
26 or about the way your devices use our Services is collected through log files,
27 cookies, web beacons, and similar technologies (e.g., device information, device
28 identifiers, IP address, browser type, location, domains, page views)."

- 1 g) Biometric Information, including “[c]ertain Self-Reported Information you provide
2 to us or our service providers to verify your identity using biological
3 characteristics.”
- 4 22. As part of its advertising, Defendant promises to maintain the confidentiality of
5 Plaintiffs’ PII to ensure compliance with federal and state laws and regulations, and
6 not to use or disclose Plaintiffs’ PII for non-essential purposes.
- 7 23. Defendant’s Privacy Policy states that it “encrypt[s] all sensitive information and
8 conduct[s] regular assessments to identify security vulnerabilities and threats.”³
- 9 24. By obtaining, collecting, using, and deriving a benefit from Plaintiffs’ PII, Defendant
10 assumed legal and equitable duties and knew or should have known that it was
11 responsible for protecting Plaintiffs’ PII from unauthorized disclosure.
- 12 25. Additionally, Defendant had and continues to have obligations created by applicable
13 state law, reasonable industry standards, common law, and its own assurances and
14 representations to keep Plaintiffs’ PII confidential and to protect such PII from
15 unauthorized access.
- 16 26. Defendant created the reasonable expectation and mutual understanding with
17 Plaintiffs that it would comply with its obligations to Plaintiffs’ information,
18 including the PII, confidential and secure from unauthorized access.
- 19 27. Plaintiffs have the utmost privacy interest in the highly sensitive nature of PII, and
20 would not have been induced to purchase the genetic testing offered by Defendant
21 had Defendant not included privacy assurances within its advertising.
- 22 28. Plaintiffs took reasonable steps to maintain the confidentiality of their PII and relied
23 on Defendant to keep their PII confidential and securely maintained, to use this
24 information for business purposes only, and to make only authorized disclosures of
25 this information.

26
27 ***Data Breach***

28

³ <https://www.23andme.com/privacy/>

1 29. On October 6, 2023, Defendant revealed that threat actors were able to access
2 customer accounts and obtain customers' PII without authorization and consent.

3 30. Despite the prevalence of public announcements of data breach and data security
4 compromises in recent years, Defendant failed to take sufficient steps to protect
5 Plaintiffs' PII from being compromised.

6 31. Upon information and belief, Defendant did not require two-factor authentication to
7 protect Plaintiffs' PII at the time of the Data Breach.

8 32. Upon information and belief, Defendant did not adequately monitor, secure, and/or
9 encrypt its servers and Plaintiffs' PII.

10 33. Upon information and belief, Defendant could have prevented the Data Breach.

11 34. Upon information and belief, the cyberattack was expressly designed to gain access
12 to private and confidential data, including Plaintiffs' PII.

13 35. Due to Defendant's inadequate security measures, Plaintiffs now face a present,
14 immediate, and ongoing risk of fraud and identity theft and must deal with that threat
15 indefinitely.

16
17 ***Defendant failed to adequately protect the PII and failed to timely notify Plaintiffs their***
18 ***data had been compromised***

19 36. On November 6, 2023—one month after it disclosed the breach—23andMe
20 announced that it was "requiring all customers use a second step of verification to
21 sign into their account."

22 37. On information and belief, Defendant did not begin notifying Plaintiffs their specific
23 PII had been compromised until on or after December 1, 2023.

24 38. On information and belief, Defendant continues to fail to take reasonable and
25 adequate measure to notify all impacted customers that their PII has been
26 compromised.

27 39. At all relevant times, Defendant had a duty to exercise reasonable care in obtaining,
28 retaining, securing, safeguarding, deleting, and protecting the PII in Defendant's

possession from being compromised, lost, stolen, accessed, and misused by unauthorized persons.

40. At all relevant times, Defendant had a duty to properly secure the collected PII, encrypt and maintain such information using industry standard methods, create and implement reasonable data security practices and procedures, train its employees, utilize available technology to defend its systems from invasion, act reasonably to prevent foreseeable harm to Plaintiffs, and to promptly notify Plaintiffs when Defendant became aware that Plaintiffs' PII may have been compromised.

41. Defendant touted its security and privacy as part of their advertising. Defendant's duty to use reasonable security measures arose as a result of the Plaintiffs' reasonable reliance on Defendant to secure their highly sensitive personal data. Plaintiffs surrendered the data to obtain Defendant's services under the express condition that Defendant would keep it private and secure. Accordingly, Defendant also has a duty to safeguard their data, independent of any statute.

42. Defendant owed a duty of care to Plaintiffs because they were foreseeable and probable victims of any inadequate data security practices.

Value of the PII

43. PII are highly valuable for identity thieves and personal information is sold on several underground internet websites for \$40 to \$200⁴ per identity.

44. Identity thieves can use PII, such as that of Plaintiffs to perpetrate a variety of crimes such as immigration fraud, obtaining a driver's license or identification card in the victim's name but with another's picture, using the victim's information to obtain government benefits, or filing a fraudulent tax return using the victim's information to obtain a fraudulent refund.

45. Criminals can also use stolen PII to extort a financial payment by leveraging sensitive

⁴ Anita George, DIGITAL TRENDS, Your personal data is for sale on the dark web. Here's how much it costs (Oct. 16, 2019), <https://www.digitaltrends.com/computing/personal-data-sold-on-the-dark-web-how-much-it-costs/>

healthcare information, for example a sexually transmitted disease or terminal illness, to extort or coerce the victim.

46. Familial relationships and ethnic background can be used to target certain minority groups with threats or even violence.

47. Data breaches involving medical information are more difficult to detect, and take longer to uncover, than normal identity theft. In warning consumers on the dangers of medical identity theft, the FTC states that an identity thief can use private information “to see a doctor, get prescription drugs, buy medical devices, submit claims with your insurance provider, or get other medical care.”⁵ The FTC also warns that if a thief’s health information is mixed with the victim’s it “could affect the medical care [they are] able to get or the health insurance benefits [they are] able to use.”⁶

48. Defendant is a large, sophisticated organization with the resources to deploy robust cybersecurity protocols. It knew, or should have known, that the development and use of such protocols were necessary to fulfill its statutory and common law duties to Plaintiffs. It knew, or should have known, that PII is sought after and valuable target for thieves and that there was a high likelihood this information would be targeted. Therefore, its failure to do so is intentional, willful, reckless, and/or grossly negligent.

49. Defendant disregarded the rights of Plaintiffs by, inter alia, (i) intentionally, willfully, recklessly, or negligently failing to take adequate and reasonable measures to ensure that its network servers were protected against unauthorized intrusions; (ii) failing to disclose that it did not have adequately robust security protocols and training practices in place to adequately safeguard Plaintiffs’ PII; (iii) failing to take standard and reasonably available steps to prevent the Data Breach; (iv) concealing the existence and/or extent of the Data Breach for an unreasonable duration of time; and

⁵ See What to Know About Medical Identity Theft, FEDERAL TRADE COMMISSION CONSUMER INFORMATION, <https://www.consumer.ftc.gov/articles/what-know-about-medical-identity-theft> (last visited Oct. 2, 2023).

⁶ *Id.*

(v) failing to provide Plaintiff prompt and accurate notice of the Data Breach.

50. Plaintiffs have suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and have fear, stress, anxiety and increased concerns for the loss of their privacy and PII being in the hands of criminals.

51. As a result of the Data Breach, Plaintiffs anticipate spending considerable time and money on an ongoing basis to try to mitigate and address harms caused by the Data Breach.

52. As a result of the Data Breach, Plaintiffs are at risk and will continue to be at increased risk of identity theft and fraud for years to come.

53. Plaintiffs have a continuing interest in ensuring that their Private Information, which, upon information and belief, remains backed up in Defendant's possession, is protected and safeguarded from future breaches.

Defendant Fails to Comply with FTC Guidelines

54. The Federal Trade Commission ("FTC") has promulgated numerous guides for businesses which highlight the importance of implementing reasonable data security practices.

55. FTC guidelines note that businesses should protect the personal customer information that they keep; properly dispose of personal information that is no longer needed; encrypt information stored on computer networks; understand their network's vulnerabilities; and implement policies to correct any security problems.

56. The guidelines also recommend companies not maintain Private Information longer than is needed for authorization of a transaction; limit access to sensitive data; require complex passwords to be used on networks; use industry-tested methods for security; monitor for suspicious activity on the network; and verify that third-party service providers have implemented reasonable security measures. Further, it recommends businesses use an intrusion detection system to expose a breach as soon as it occurs; monitor all incoming traffic for activity indicating someone is attempting to hack the system; watch for large amounts of data being transmitted from the system; and have

a response plan ready in the event of a breach.⁷

57. The FTC guidelines also form part of the basis of Defendant's duty in this regard.

58. Upon information and belief, Defendant was at all times fully aware of its obligation to protect the PII of its customers, Defendant was also aware of the significant repercussions that would result from its failure to do so. Accordingly, Defendant's conduct was particularly unreasonable given the nature and amount of PII it obtained and stored and the foreseeable consequences of the immense damages that would result to Plaintiffs.

Injuries and Damages:

59. As a result of the Data Breach, Plaintiffs have all sustained actual injuries and damages, including: (i) lost or diminished value of their PII; (ii) lost opportunity costs associated with attempting to mitigate the actual consequences of the Data Breach, including but not limited to lost time; (iii) lost time spent on activities remedying harms resulting from the Data Breach; (iv) invasion of privacy; (v) loss of benefit of the bargain; (vi) the continued and certainly increased risk to their PII; and (vii) fear, stress, and anxiety.

60. The information disclosed in this Data Breach is impossible to change. Plaintiffs will have to monitor for identity theft and breaches their entire lives. The retail cost of credit monitoring and identity theft monitoring can cost around \$200 a year per Plaintiff. This is a reasonable and necessary cost to monitor to protect Plaintiffs from the risk of identity theft that arose from the Data Breach. This is a future cost that Plaintiffs would not need to bear but for Defendant's failure to safeguard their PII.

CLAIMS FOR RELIEF:

COUNT I: Illinois Genetic Information Privacy Act (On behalf of all Plaintiffs).

61. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

⁷ Protecting Personal Information: A Guide for Business, Federal Trade Commission (2016). Available at https://www.ftc.gov/system/files/documents/plain-language/pdf-0136_proteting-personal-information.pdf (last visited Oct. 2, 2023).

- 1 62. The Genetic Information Privacy Act (GIPA), 410 Ill. Comp. Stat. Ann. 513 *et seq.*,
2 covers “[c]onfidentiality of genetic information” and provides in relevant part:
3 “Except as otherwise provided in this Act, genetic testing and information derived
4 from genetic testing is confidential and privileged and may be released only to the
5 individual tested and to persons specifically authorized, in writing in accordance with
6 Section 30, by that individual to receive the information.” 410 Ill. Comp. Stat. Ann.
7 513/15(a).
- 8 63. GIPA incorporates the definition of “genetic information” from 45 C.F.R. § 160.103,
9 which defines the term as “information about” an individual’s “genetic tests,” “[t]he
10 genetic tests of family members of the individual,” “[t]he manifestation of a disease
11 or disorder in family members of such individual,” or “[a]ny request for, or receipt
12 of, genetic services, or participation in clinical research which includes genetic
13 services, by the individual or any family member of the individual.”
- 14 64. GIPA also incorporates the definition of “genetic test” from 45 C.F.R. § 160.103,
15 which defines the term as “an analysis of human DNA, RNA, chromosomes, proteins,
16 or metabolites, if the analysis detects genotypes, mutations, or chromosomal
17 changes.”
- 18 65. The test performed by 23andMe qualifies as “genetic testing” under GIPA because it
19 detects, inter alia, genotypes and mutations.
- 20 66. The information compromised in the breach of 23andMe’s platform included genetic
21 information, genetic testing, and information derived from such information. For
22 example, the origin of Plaintiffs’ ancestors, the list of other 23andMe users identified
23 by 23andMe as Plaintiff’s DNA relatives, and the information on the number of DNA
24 segments Plaintiffs shared with those other users were all information about, and
25 derived from, the 23andMe genetic test Plaintiff purchased. Moreover, these results
26 serve as a receipt of genetic services performed by 23andMe for Plaintiff.
- 27 67. 23andMe negligently and recklessly released Plaintiff and class members’ genetic
28 information, PII, and other confidential and highly sensitive PII by failing to

adequately safeguard that information from malicious actors. Considering the number of data breaches and the sensitivity of the information it possessed, 23andMe was aware or should have been aware of the need to implement robust security measures to protect such information. It consciously refused to do so.

68. By negligently and recklessly releasing Plaintiffs' information (including genetic testing and information derived from genetic testing performed by 23andMe) to unauthorized parties, as alleged above, 23andMe violated GIPA.

69. Accordingly, Plaintiffs are entitled to, and seek, damages of "\$2,500 or actual damages, whichever is greater," for each negligent violation, or "\$15,000 or actual damages, whichever is greater," for each intentional or reckless violation, as well as reasonable attorney's fees and costs. 410 Ill. Comp. Stat. Ann. 513/40.

70. Plaintiffs are also authorized to obtain injunctive relief to prevent future violations.
Id.

COUNT II: Negligence (On behalf of all Plaintiffs).

71. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

72. At all times herein relevant, Defendant owed Plaintiffs a duty of care, *inter alia*, to act with reasonable care to secure and safeguard their PII and to use commercially reasonable methods to do so. Defendant took on this obligation upon accepting and storing the PII of Plaintiffs in its computer systems and on its networks.

73. Defendant knew that the PII was private and confidential and should be protected and, thus, Defendant owed a duty of care not to subject Plaintiffs to an unreasonable risk of harm because they were foreseeable and probable victims of any inadequate security practices.

74. Defendant knew, or should have known, of the risks inherent in collecting and storing PII, the vulnerabilities of its data security systems, and the importance of adequate security.

75. Defendant knew, or should have known, that its data systems and networks did not

adequately safeguard Plaintiffs' PII.

76. Only Defendant was in the position to ensure that its systems and protocols were sufficient to protect the PII that Plaintiffs had entrusted to it.

77. Because Defendant knew that a breach of its systems could damage thousands of individuals, including Plaintiffs, Defendant had a duty to adequately protect its data systems and the PII contained therein.

78. Plaintiffs' willingness to entrust Defendant with their PII was predicated on the understanding that Defendant would take adequate security precautions.

79. Moreover, only Defendant had the ability to protect its systems and the PII stored on them from attack.

80. Defendant also had independent duties under state laws that required Defendant to reasonably safeguard Plaintiffs' PII and promptly notify them about the Data Breach. These "independent duties" are untethered to any contract between Defendant and Plaintiffs.

81. Defendant breached its general duty of care to Plaintiffs in, but not necessarily limited to, the following ways:

- a) By failing to exercise reasonable care in obtaining, retaining, securing, safeguarding, deleting, and protecting the PII in its possession;
- b) By failing to protect Plaintiffs' PII using reasonable and adequate security procedures and systems that were/are compliant with FTC guidelines and industry-standard practices.
- c) By failing to implement processes to detect the Data Breach, security incidents or intrusions,
- d) By failing to quickly and to timely act on warnings about data breaches;
- e) By failing to timely and promptly notify Plaintiff of any data breach, security incident, or intrusion that affected or may have affected their PII; and
- f) By failing to provide adequate supervision and oversight of the PII with

1 which it was and is entrusted, in spite of the known risk and foreseeable
2 likelihood of breach and misuse.

3 82. Defendant's willful failure to abide by these duties was wrongful, reckless, and
4 grossly negligent in light of the foreseeable risks and known threats.

5 83. To date, Defendant has not provided sufficient information to Plaintiffs regarding the
6 extent of the unauthorized access and continues to breach its disclosure obligations
7 to Plaintiffs.

8 84. Further, through its failure to provide clear notification of the Data Breach to
9 Plaintiffs, Defendant prevented Plaintiffs from taking meaningful, proactive steps to
10 secure their PII.

11 85. There is a close causal connection between Defendant's failure to implement security
12 measures to protect the PII of Plaintiffs and the harm suffered, or risk of imminent
13 harm suffered, by Plaintiffs.

14 86. Defendant's wrongful actions, inactions, and omissions constituted, and continue to
15 constitute, common law negligence.

16 87. As a direct and proximate result of Defendant's negligence and negligence per se,
17 Plaintiffs have suffered and will suffer injury, including but not limited to:

- 18 a) actual identity theft;
- 19 b) the loss of the opportunity of how their PII is used;
- 20 c) the compromise, publication, and/or theft of their PII;
- 21 d) out-of-pocket expenses associated with the prevention, detection, and
22 recovery from identity theft, tax fraud, and/or unauthorized use of their
23 PII;
- 24 e) lost opportunity costs associated with effort expended and the loss of
25 productivity addressing and attempting to mitigate the actual and future
26 consequences of the Data Breach, including but not limited to, efforts
27 spent researching how to prevent, detect, contest, and recover from
28 embarrassment and identity theft;

- f) the continued risk to their PII, which may remain in Defendant's possession and is subject to further unauthorized disclosures so long as Defendant fails to undertake appropriate and adequate measures to protect Plaintiffs' PII in its continued possession; and
- g) future costs in terms of time, effort, and money that will be expended to prevent, detect, contest, and repair the impact of the PII compromised as a result of the Data Breach for the remainder of the lives of Plaintiffs.

88. As a direct and proximate result of Defendant's negligence and negligence per se, Plaintiffs have suffered and will continue to suffer other forms of injury and/or harm, including, but not limited to, anxiety, emotional distress, loss of privacy, and other economic and non-economic losses.

COUNT III: BREACH OF ACTUAL AND IMPLIED CONTRACT (On behalf of all Plaintiffs)

89. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

90. Defendant specifically advertised a feature of the service they offer is privacy and security.

91. Plaintiffs believed their PII would be stored and remain private and secure as a condition of purchasing Defendant's services. In so doing, Plaintiffs entered into actual and implied contracts with Defendant by which Defendant agreed to safeguard and protect such information, to keep such information secure and confidential, and to timely and accurately notify Plaintiffs if their data had been breached and compromised or stolen.

92. At the time Defendant acquired the PII of Plaintiffs, there was a meeting of the minds and a mutual understanding that Defendant would safeguard the PII and not take unjustified risks when storing the PII.

93. Implicit in the agreements between Plaintiffs and Defendant to provide PII, was the Defendant's obligation to: (a) use such PII for business purposes only, (b) take

reasonable steps to safeguard that PII, (c) prevent unauthorized disclosures of the PII, (d) retain the PII only under conditions that kept such information secure and confidential, and (e) provide Plaintiffs with prompt and sufficient notice of any and all unauthorized access and/or theft of their PII.

94. Plaintiffs fully performed their obligations under the actual and implied contracts with Defendant.

95. Defendant breached the actual and implied contracts they made with Plaintiffs by failing to safeguard and protect their personal information, by failing to delete the information that it no longer needed, and by failing to provide timely and accurate notice to them that personal information was compromised as a result of the Data Breach.

96. As a direct and proximate result of Defendant's above-described breach of actual and implied contract, Plaintiffs have suffered, and will continue to suffer, ongoing, imminent, and impending threat of identity theft crimes, fraud, and abuse; actual identity theft crimes, fraud, and abuse; loss of the confidentiality of the stolen confidential data; the illegal sale of the compromised data on the dark web; expenses and/or time spent on credit monitoring and identity theft insurance; time spent scrutinizing bank statements, credit card statements, and credit reports; expenses and/or time spent initiating fraud alerts, decreased credit scores and ratings; lost work time; fear, stress, and anxiety; and other economic and non-economic harm.

97. As a direct and proximate result of Defendant's above-described breach of actual and implied contract, Plaintiffs are entitled to recover actual, consequential, and nominal damages to be determined at trial.

COUNT IV: INVASION OF PRIVACY – INTRUSION UPON SECLUSION (On behalf of all Plaintiffs)

98. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

99. Plaintiffs have a legally protected privacy interest in their PII, which is and was collected, stored and maintained by Defendant, and they are entitled to the reasonable

1 and adequate protection of their PII against foreseeable unauthorized access, as
2 occurred with the Data Breach.

3 100. Plaintiffs reasonably expected that Defendant would protect and secure their PII from
4 unauthorized parties and that their PII would not be accessed, removed, and/or
5 disclosed to any unauthorized parties or for any improper purpose.

6 101. Defendant intentionally intruded into Plaintiffs' seclusion by disclosing without
7 permission their PII to a third party. Defendant's acts and omissions giving rise to the
8 Data Breach were intentional in that the decisions to implement lax security and
9 failure to timely notice Plaintiffs were undertaken willfully and intentionally.

10 102. By failing to keep Plaintiffs' PII secure, and disclosing PII to unauthorized parties for
11 unauthorized use, Defendants unlawfully invaded Plaintiffs' privacy right to
12 seclusion by, inter alia:

- 13 a) invading their privacy by improperly using their PII obtained for a specific purpose
14 for another purpose, or disclosing it to unauthorized persons;
15 b) failing to adequately secure their PII from disclosure to unauthorized persons; and
16 c) enabling the disclosure of their PII without consent.

17 103. This invasion of privacy resulted from Defendant's intentional failure to properly
18 secure and maintain Plaintiffs' PII, leading to the foreseeable unauthorized access,
19 removal, and disclosure of this unguarded and private data.

20 104. Plaintiffs' PII is the type of sensitive, personal information that one normally expects
21 will be protected from exposure by the very entity charged with safeguarding it.
22 Further, the public has no legitimate concern in Plaintiffs' PII, and such information
23 is otherwise protected from exposure to the public by various statutes, regulations
24 and other laws.

25 105. The disclosure of Plaintiffs' PII to unauthorized parties is substantial and
26 unreasonable enough to be legally cognizable and is highly offensive to a reasonable
27 person.

28 106. Defendant's willful and reckless conduct that permitted unauthorized access,

1 removal, and disclosure of Plaintiffs' sensitive PII is such that it would cause serious
2 mental injury, shame or humiliation to people of ordinary sensibilities.

3 107. The unauthorized access, removal, and disclosure of Plaintiffs' PII was without their
4 consent, and in violation of various statutes, regulations, and other laws.

5 108. As a direct and proximate result of Defendant's intrusion upon seclusion, Plaintiffs
6 suffered injury and sustained actual losses and damages as alleged herein.

7 109. Plaintiffs alternatively seek an award of nominal damages.
8

9 **COUNT V: UNJUST ENRICHMENT** (On behalf of Plaintiffs)

10 110. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

11 111. By its wrongful acts and omissions described herein, Defendant has obtained a
12 benefit by unduly taking advantage of Plaintiffs.

13 112. Defendant, prior to and at the time Plaintiffs entrusted their PII to Defendant, caused
14 Plaintiffs to reasonably believe that Defendant would keep such PII secure.

15 113. Defendant was aware, or should have been aware, that reasonable consumers would
16 want their PII secured and would not have contracted with Defendant, directly or
17 indirectly, had they known that Defendant's information systems were substandard
18 for that purpose.

19 114. Defendant was also aware that, if the substandard condition of and vulnerabilities in
20 its information systems were disclosed, it would negatively affect Plaintiffs' decisions
21 to seek services from Defendant.

22 115. Defendant failed to disclose facts pertaining to its substandard information systems,
23 defects, and vulnerabilities therein before Plaintiffs made their decisions to make
24 purchases, engage in commerce therewith, and seek services or information.

25 116. Defendant denied Plaintiffs the ability to make an informed purchasing decision and
26 took undue advantage of Plaintiffs.

27 117. Defendant was unjustly enriched at the expense of Plaintiffs, as Defendant received
28 profits, benefits, and compensation, in part, at the expense of Plaintiffs; however,

1 Plaintiffs did not receive the benefit of their bargain because they paid for services
2 that did not satisfy the purposes for which they bought/sought them.

3 118. Since Defendant's profits, benefits, and other compensation were obtained
4 improperly, Defendant is not legally or equitably entitled to retain any of the benefits,
5 compensation, or profits it realized from these transactions.

6 119. Plaintiffs seek an Order of this Court requiring Defendant to refund, disgorge, and
7 pay as restitution any profits, benefits, and other compensation obtained by
8 Defendant from its wrongful conduct and/or the establishment of a constructive trust
9 from which Plaintiffs may seek restitution.

10 **PRAYER:**

11 Wherefore, Plaintiffs request that this Court award damages and provide relief as
12 follows:

- 13 A. Pursuant to the Illinois Genetic Information Privacy Act, damages of \$2,500 or
14 actual damages, whichever is greater, for each negligent violation, or \$15,000 or
15 actual damages, whichever is greater, for each intentional or reckless violation, as
16 well as reasonable attorney's fees and costs. 410 Ill. Comp. Stat. Ann. 513/40.
17 B. For for all other compensatory damages, statutory damages, punitive damages,
18 restitution, and/or recovery of such relief as permitted by law in kind and amount;
19 C. For equitable relief enjoining Defendant from engaging in the wrongful conduct
20 complained of herein pertaining to the misuse and/or disclosure of Plaintiffs' PII,
21 and from refusing to issue prompt, complete, and accurate disclosures to Plaintiffs;
22 D. For injunctive relief requested by Plaintiff, including but not limited to:
23 i. prohibiting Defendant from engaging in the wrongful and unlawful acts
24 described herein;
25 ii. requiring Defendant to protect, including through encryption, all data
26 collected through the course of business;
27 iii. requiring Defendant to delete and purge the PII of Plaintiffs unless Defendant
28

- 1 can provide to the Court reasonable justification for the retention and use of
2 such information when weighed against the privacy interests of Plaintiffs;
- 3 iv. requiring Defendant to implement and maintain a comprehensive security
4 program designed to protect the confidentiality and integrity of Plaintiffs’
5 PII;
- 6 v. requiring Defendant to engage independent third-party security auditors and
7 internal personnel to run automated security monitoring, simulated attacks,
8 penetration tests, and audits on Defendant’s systems periodically;
- 9 vi. prohibiting Defendant from maintaining Plaintiffs’ PII on a cloud-based
10 database;
- 11 vii. requiring Defendant to segment data by creating firewalls and access
12 controls so that, if one area of Defendant’s network is compromised, hackers
13 cannot gain access to other portions of Defendant’s systems;
- 14 viii. requiring Defendant to conduct regular database scanning and securing
15 checks;
- 16 ix. requiring Defendant to establish an information security training program for
17 all employees, with additional training for employees’ responsible for
18 handling PII;
- 19 x. requiring Defendant to implement a system of tests to assess its respective
20 employees’ knowledge of the education programs discussed in the preceding
21 subparagraphs, as well as randomly and periodically testing employees’
22 compliance with Defendant’s policies, programs, and systems for protecting
23 PII;
- 24 xi. requiring Defendant to implement, maintain, review, and revise as necessary
25 a threat management program to monitor Defendant’s networks for internal
26 and external threats appropriately, and assess whether monitoring tools are
27 properly configured, tested, and updated; and
- 28 xii. requiring Defendant to meaningfully educate Plaintiffs about the threats they

face due to the loss of their confidential PII to third parties, as well as the steps affected individuals must take to protect themselves;

- E. for pre- and post-judgment interest on all amounts awarded, at the prevailing legal rate;
- F. for an award of attorney's fees, costs, and litigation expenses; and
- G. for all other Orders, findings, and determinations identified and sought in this Complaint.

JURY DEMAND

Plaintiffs hereby demand a trial by jury for all issues triable by jury.

Dated: September 25, 2024

POTTER HANDY LLP

By:



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 Attorneys for Plaintiffs

COMPLAINT: Attachment 1

Christina Shaw, (See additional parties list with plaintiffs attached) v. 23ANDME, INC.,

24CV449936

1.	Jinho Park	IL
2.	Arely Barrera	IL
3.	Lindsay Bustell	IL
4.	Heather Wascher	IL
5.	Leslie Rosales	IL
6.	Leslie Mann	IL
7.	Emily Schaye	IL
8.	Jessica Ibberson	IL
9.	Larry Brady	IL
10.	Erica Dennis	IL
11.	Lisa McCune	IL
12.	Linda Colon	IL
13.	Brandy Reynolds	IL
14.	Brooklynn Vincent	IL
15.	Linsey Smith	IL
16.	Abigail Poss	IL
17.	Leah West	IL
18.	Kathy Hulbert	IL
19.	Jean Thomas	IL
20.	Hollie Burlack	IL
21.	Alec Garcia	IL
22.	Jessica Harmony	IL
23.	Gilberto Patino Cervantes	IL
24.	Greg Weiss	IL
25.	Angela Burns	IL
26.	Ilona Bereckis	IL

27.	Jennifer Richardson	IL
28.	Aubrey Easton	IL
29.	Justin Haines	IL
30.	Dawn Sand	IL
31.	Charles Williams	IL
32.	Kiki Heilgeist	IL
33.	Frank Paoletti	IL
34.	Breanna Johnson	IL
35.	Eric Gibson Jr	IL
36.	Jami Tate	IL
37.	Anastazia Martinez	IL
38.	Christopher Parks	IL
39.	Allison Covington	IL
40.	Jennifer Johnson	IL
41.	Jessica Anderson	IL
42.	Heather Rudy	IL
43.	John Kenny	IL
44.	Kim Shaver	IL
45.	Crystal Logsdon	IL
46.	DeAnna Morrical	IL
47.	Jason Merel	IL
48.	Justin Ingram	IL
49.	Katie Flanigan	IL
50.	Adam Cartwright	IL
51.	Bailie Goodrich	IL
52.	Lanette Easterly	IL

53.	Joseph Conant	IL
54.	Donna Weissmann	IL
55.	James Gallagher	IL
56.	Alvin Kang	IL
57.	Jonathan Olszewski	IL
58.	Guy Merola	IL
59.	Isabella Erturk	IL
60.	Christine Blanco	IL
61.	Alexandru Drozdov	IL
62.	Kayla Jones	IL
63.	Jessica Rippy	IL
64.	Jacquelyn Oberth	IL
65.	Beth Hanks	IL
66.	Jennifer DeWindt	IL
67.	Brian Keilers	IL
68.	Greer Zummo	IL
69.	Audrey Love	IL
70.	Anthony Gathman	IL
71.	Ciaran Maher	IL
72.	Arthur Baker	IL
73.	Kaitlyn Keen	IL
74.	James Mueller	IL
75.	Ebony Nelson	IL
76.	Abigail Beam	IL
77.	Dennis Johnson	IL
78.	Darrell Graves	IL
79.	Alison Kaptena	IL
80.	Kim Freeman	IL
81.	Daniel Carter	IL
82.	Fred Tyler	IL
83.	Glenna Ramsey	IL
84.	Brian Sterba	IL
85.	Heather Quist	IL
86.	Jacob Mincheski	IL
87.	Jennifer DeBosschere	IL
88.	Emily Miller	IL
89.	Jessie Nguyen	IL
90.	Justine Miller	IL
91.	Irma Munson	IL
92.	Ellen Berduo	IL
93.	Erica Andrus	IL
94.	Emma Haugen	IL
95.	Erin Way	IL

96.	Brandon Loepker	IL
97.	Carla Briones	IL
98.	Brittany Steidinger	IL
99.	Kimberly Velez	IL
100.	Jim Baker	IL
101.	Emily Dalton	IL
102.	Carmen Wilson	IL
103.	Candy Lewis	IL
104.	Alyssa Bokotey	IL
105.	Kendra McClintock	IL
106.	Kristi Lawrence	IL
107.	Ashlyn Gulley	IL
108.	Brittani Miles	IL
109.	Carolina Poveda	IL
110.	Kelly Sly	IL
111.	David Kohlrus	IL
112.	Kendra Appenheimer	IL
113.	Josh Camden	IL
114.	Erynn Raye	IL
115.	Debbie Knapp	IL
116.	James Ryan	IL
117.	Deborah James	IL
118.	Amy Barnhart	IL
119.	Kevin Blake	IL
120.	Aaron Brosier	IL
121.	Jason Kilhoffer	IL
122.	Jonathan Jones	IL
123.	Jessica Cook	IL
124.	Liz Hunka	IL
125.	Lisa Evans	IL
126.	Eric Insler	IL
127.	Linus Pagusara	IL
128.	Elishabath Leidy-Briggs	IL
129.	Katlyn Hayes	IL
130.	George Pennacchi	IL
131.	Elizabeth Navarro	IL
132.	Carmell Hill	IL
133.	Catalina Bohm	IL
134.	Ellen Wright	IL
135.	David Keogh	IL
136.	Jeremy Gossage	IL
137.	Jane McEnaney	IL
138.	Jamie Schachtel	IL

139.	David Albin	IL
140.	Claudia Murray	IL
141.	Katrina Grisham	IL
142.	Alex Dreyer	IL
143.	Cyrill Babilio	IL
144.	Jennifer Johnson Lee	IL
145.	Dylan Young	IL
146.	Debra Cicero	IL
147.	Bridget Kelley	IL
148.	Corey Albom	IL
149.	Jonathon Schulze	IL
150.	Brice Roundtree	IL
151.	Alan Dascotte	IL
152.	Cindy Crites	IL
153.	Emil Bojanov	IL
154.	Karen Van Den Bosch	IL
155.	Frank Van Den Bosch	IL
156.	Jasmine Gardunio	IL
157.	Greg Kern	IL
158.	Kyle Laflame	IL
159.	Daisy Jara	IL
160.	J'Ana Diamond	IL
161.	Ivan Carmona	IL
162.	Julie Peloza	IL
163.	Jeffrey Groby	IL
164.	Lisa Elledge	IL
165.	Anthony Gonzalez	IL
166.	Amy Otis	IL
167.	Brian Elmore	IL
168.	Alexandra Wenger	IL
169.	Katherine Lechelt	IL
170.	Burton Krain	IL
171.	Debra Riegert	IL
172.	Alexa Jubeck	IL
173.	Kennedy Ware	IL
174.	Amanda Jolly	IL
175.	Kimberly Miller	IL
176.	Christopher Taglieri	IL
177.	Bryce Brewer	IL
178.	Duane Goff	IL
179.	Andrew Meehan	IL
180.	Keith Marvin	IL
181.	Carol Harris	IL

182.	Geninne Pregel	IL
183.	Lee Franceschi	IL
184.	Laura Grace	IL
185.	Amanda Stoneking	IL
186.	Bonnie Runimas	IL
187.	Christine Gabor	IL
188.	Danielle Burg	IL
189.	Jody Kenner	IL
190.	Katie Culpepper	IL
191.	Daniel Laverty	IL
192.	Kevin McHone	IL
193.	Lauren Orseno	IL
194.	Daniel Taylor	IL
195.	Christina Cornier	IL
196.	Chelsea Roehrig	IL
197.	Barton Crouch	IL
198.	Alexandra Simon	IL
199.	Janelle Perez	IL
200.	Katy Northcutt	IL
201.	Asa Clapp	IL
202.	Erin Small	IL
203.	Gene Libera	IL
204.	Laura Conover	IL
205.	Christy Corbin	IL
206.	Amy Lally	IL
207.	Kristen Kimbrough	IL
208.	Barry Federici	IL
209.	Bob Friedrich	IL
210.	Lance Pack	IL
211.	Kenya Brooks	IL
212.	Joy Morris	IL
213.	Francesca Erturk	IL
214.	Angela Perry	IL
215.	Kristy Mottl	IL
216.	Holly McGinley	IL
217.	Andrew White	IL
218.	Kara Harper	IL
219.	Blake Schwarz	IL
220.	Joseph Robertson	IL
221.	Kevin Minson	IL
222.	Kelly Caraynoff	IL
223.	Lauren Savage	IL
224.	Dion Beals	IL

225.	Gary Bertels	IL
226.	Keith Kettmann	IL
227.	Elizabeth Ullum	IL
228.	Jessica Martinez	IL
229.	Chris Gardner	IL
230.	Allison Lucchetti	IL
231.	Jay Gatrell	IL
232.	Charity Donini	IL
233.	Jeffrey Easley	IL
234.	Joanna Hernandez	IL
235.	Brook Meeks	IL
236.	Arianna Barker	IL
237.	Elaine Buckner	IL
238.	Dana Cortecero	IL
239.	Jason Lenzi	IL
240.	Diane Baker	IL
241.	Kate McNally	IL
242.	Jeanette Matute	IL
243.	Amber Kubiak	IL
244.	Jessica Martinez	IL
245.	Kayleigh Warren	IL
246.	Claire Cebrij	IL
247.	Alexandra Freeman	IL
248.	Jason Picarello	IL
249.	Christopher Russell	IL
250.	Carolyn Strong	IL
251.	Lisa Schutz	IL
252.	Ashley Nicosia	IL
253.	Andrew Krupp	IL
254.	Diana Henry	IL
255.	Heather James	IL
256.	Beth Koenig-Schwartz	IL
257.	Jose Ibarrondo	IL
258.	Diane Kelly	IL
259.	John Fung	IL
260.	Austin Plumley	IL
261.	Kevin Satoh	IL
262.	Kelsey Geary	IL
263.	Josh Frost	IL
264.	Barbara Stephens	IL
265.	Joe Ridler	IL
266.	Christopher Darrow	WI
267.	Alyssa Aguilera	IL

268.	Jillian Mishima	IL
269.	Brittany Berglund	IL
270.	Jaime Cosme	IL
271.	Kaila Jennings	IL
272.	Carmen Serna	IL
273.	Carol Jones	IL
274.	Jonathan Chavez	IL
275.	Betty Sprovieri	IL
276.	Lara Hill	IL
277.	Dan Chanthavong	IL
278.	Kristina Thorne	IL
279.	Jacqueline Olson	IL
280.	Gwen Hafner	IL
281.	Darlene Eby	IL
282.	Christopher Quidlat	IL
283.	Jonathan Laman	IL
284.	Carolina Borelli	NY
285.	Emmanuel Cardenas	IL
286.	Chastidy Campbell	IL
287.	Justin Kramarczyk	IL
288.	Armando Tejada	IL
289.	Bridgid Tiernan	IL
290.	Cara O'Malley	IL
291.	Britney Bailey	IL
292.	Dennis White	IL
293.	Keri Bock	IL
294.	Emilia Rodriguez	IL
295.	Giovanni Rodriguez	IL
296.	Kristina Funk	IL
297.	Kyli Wade	IL
298.	Hilal Gurler	IL
299.	Jennifer Konopka	IL
300.	Daniel Millslagle	IL
301.	Katherine Sloan	IL
302.	Janet Maher	IL
303.	Donald Beasley	IL
304.	Allissa McCarter	IL
305.	Diana Johnson	IL
306.	Katelynn Blake	IL
307.	Jeanette Meyer	IL
308.	Ashley Truehart	IL
309.	Henry Ma	IL
310.	Chandler Masterson	IL

311.	Adam Hahn	IL
312.	Alicia Corcoran-Campos	IL
313.	Brad Nicpon	IL
314.	James Holan	IL
315.	Jacob Thornton	IL
316.	James Lance	IL
317.	Kristina Hilgers	IL
318.	James Bartlett	IL
319.	Carrie Hobbs	IL
320.	Amy Shanks	IL
321.	Angie Thomas	IL
322.	Debra Schultz	IL
323.	Caryn Outlaw	IL
324.	Angelique Young	IL
325.	Beth Winter	IL
326.	Brittany Jackson	IL
327.	Brianna Rizzo	IL
328.	Daniel Lopez	IL
329.	Apiwatch Duangjan	IL
330.	Amy Dluzak	IL
331.	Katherine Dachman	IL
332.	Christina Davis	TX
333.	Donnatella Ashtiani	IL
334.	Kira Buzick	IL
335.	Alex Molina	IL
336.	Charmi Patel	IL
337.	Kelly Wavra	IL
338.	Chikitta Hall	IL
339.	Kyle Ingrelli	IL
340.	Kevin Smith	IL
341.	Christina Towner	IL
342.	Katherine Pitello	IL
343.	Fermin Howard	IL
344.	Lisa Murphy	IL
345.	Brittney Becker	IL
346.	Dipak Kumar	IL
347.	Charmaine Wong	IL
348.	Joan Vargas	IL
349.	Katherine Campbell	IL
350.	Francie Steiner	IL
351.	Jon Drancik	IL
352.	Juan De la Cerda	IL
353.	Anna Beadleston	IL

354.	Linda Christine Iversen	IL
355.	Kristie Hilton	IL
356.	Crystal Sandoval	IL
357.	Juliana Torres	IL
358.	Linda Ruebling	IL
359.	Christine King	IL
360.	Emma Pool	IL
361.	Amanda Rose Hicks-Barnhardt	IL
362.	Kellie Jougard	IL
363.	Jessica David	IL
364.	Baker Sweis	IL
365.	Erin Kastner	IL
366.	Allison McCaffrey Augustine	IL
367.	Darya Bakhmetov	IL
368.	Amanda Friedlander	IL
369.	Jax Auer	IL
370.	Craig Jackson El	IL
371.	Juli Claussen	IL
372.	Katherine Hollonbeck	IL
373.	Kevin Reed	IL
374.	Helene Duda	IL
375.	Ivan Fry	IL
376.	Deborah Collins	IL
377.	Estefania Rodriguez	IL
378.	Cohen Burnett	IL
379.	Justin Torres	IL
380.	James Turpin	IL
381.	Jo Mayberry	IL
382.	Ingrid Walker	IL
383.	Aelina Ivanov	IL
384.	Deborah Wessel	IL
385.	James Johnson	IL
386.	Doreen Paddock	IL
387.	Anna Granobles	IL
388.	Lisa Potts	IL
389.	Erin Woodville	IL
390.	Amelia Sitze	IL
391.	Linda Thompson	IL
392.	Joe Athey	IL
393.	Jennifer Davis	IL
394.	Giovani Delgado	IL
395.	Amanda Paulino	IL
396.	Jessica Douglas	IL

397.	David Lukauskas	IL
398.	Bradley Perry	IL
399.	Amy Stoudenmire	IL
400.	Hope Placher	IL
401.	Alexa Baczak	IL
402.	Jeff Dzadon	IL
403.	Barbara Lanham	IL
404.	Dannie Combs	IL
405.	Joey Suffi	IL
406.	Jolee Hajny	IL
407.	Jennifer Lentz	IL
408.	Kevin Hong	IL
409.	Gilbert Melendez	IL
410.	Jenn Worlow	IL
411.	Kevin Kilkenny	IL
412.	Amber Romando	IL
413.	Carmen Brown	IL
414.	Leslee Marchbank	IL
415.	Julianne Sama	IL
416.	Bonnie Fern	IL
417.	Cindy Baroff	IL
418.	Dawn Saphir-Pruett	IL
419.	Jamie Marshall	IL
420.	Donna Makowski	IL
421.	Brenda Blair	IL
422.	Candice Piedra	IL
423.	Bethany Bowerman	IL
424.	Dina Miller	IL
425.	Jackie Ward	IL
426.	Linda Remensnyder	IL
427.	Erin Higgins	IL
428.	John Schroeder	IL
429.	James Harrington	IL
430.	Carol Froncek	IL
431.	Dawn Galea	IL
432.	Elizabeth Andrews	IL
433.	Barbara Newson	IL
434.	Kimberly Heard	IL
435.	Clyde Wilson	IL
436.	Ian Richards	IL
437.	Carl Fiocca	IL
438.	Allen McMillian	IL
439.	Aaron Adams	IL

440.	Daniel Brooks	IL
441.	Alexandra Urquhart	IL
442.	Lanette Dorsey	IL
443.	Gwendolyn Shannon	IL
444.	Deborah Pyznarski	IL
445.	Carole Ferguson	IL
446.	Chavonda Honeycutt	IL
447.	Kim Petty	IL
448.	Jackie Burns	IL
449.	Greg Benjamin	IL
450.	Cheryl Calderon	IL
451.	Cynthia Good	IL
452.	Linda Gallagher	IL
453.	Francesca Inzerillo	IL
454.	Eric Daniels	IL
455.	Crystal Lilly	IL
456.	Felipe Gomes	IL
457.	David Stoltz	IL
458.	David Linn	IL
459.	Kristen Manson	IL
460.	James Miller	IL
461.	Cody Kobashigawa	IL
462.	Donna Brewton	IL
463.	Joshua Kolep	IL
464.	Janet Lane	IL
465.	Joseph Jennings	IL
466.	Jenna Conter	IL
467.	Audrey Whitehead	IL
468.	Jamie Trzinski	IL
469.	Aaron Ashmann	IL
470.	Jason Kelly	IL
471.	Andrew Thomas	IL
472.	Dillon Alvarado	IL
473.	Donna Remus	IL
474.	Amanda Martin	IL
475.	Deanna Flynn	IL
476.	Lauren Olsen	IL
477.	Jessica Rorem	IL
478.	Alec Bernecker	IL
479.	Antonina Lorig	IL
480.	Kenneth Leftridge	IL
481.	Andrew Coffey	IL
482.	Heidi Johnson	IL

483.	Kimberly McMahon	IL
484.	Jonas Shapiro	IL
485.	Karla Testa	IL
486.	Jennifer Robinson	IL
487.	Jacqueline Mathews	IL
488.	Charles Kirk	IL
489.	Lisa Farrell	IL
490.	Jose Paniagua	IL
491.	Christine Abel	IL
492.	James Dowdall	IL
493.	Ellen Stephens-Kahl	IL
494.	Linda Stevenson	IL
495.	Andrea Scruggs	IL
496.	Catherine Zutant	IL
497.	Kristina Toth	IL
498.	Joyce Stacey	IL
499.	Jason Vucic	IL
500.	April Harrison	IL
501.	Cassandra Ways	IL
502.	Jessica Waite	IL
503.	Alan Shabbou	IL
504.	Lorena Pulido	IL
505.	Kathleen Barrett	IL
506.	Lorena Hernandez	IL
507.	Leslie Williamson	IL
508.	Kelsey Martin	IL
509.	Christine Buerger	IL
510.	Katherine Chapa	IL
511.	Jeremy Fair	IL
512.	Hallie Bonk	IL
513.	Juli McCarthy	IL
514.	Dominic Janusek	IL
515.	Benina Delre	IL
516.	Janette Seeman	IL
517.	Betsy Sobin	IL
518.	James Vanderploeg	IL
519.	Lauren Bower	IL
520.	Jerry Cox	IL
521.	Jeanne Engle	IL
522.	Christine Saucedo	IL
523.	Daryll Rodriguez	IL
524.	Calvin Coleman	IL
525.	Jason Napierkowski	IL

526.	Daralyn Teasdale	IL
527.	Brenda Petersen	IL
528.	Adam Bernasek	IL
529.	Alison Reeves	IL
530.	Cristina Hayes	IL
531.	Elena Gatti	IL
532.	Anissa Becerra	IL
533.	Angelica Ostrov	IL
534.	Christy Underwood	IL
535.	Ashley Radosav	IL
536.	Clyde Ewing	IL
537.	Kristen Magoon	IL
538.	Gina Kremnitzer	IL
539.	Brian Williams	IL
540.	Logan Smith	IL
541.	John Krawiec	IL
542.	Brittany Ostrander	IL
543.	Dannielle Folino	IL
544.	Ashley Strebing	IL
545.	Christopher Chandler	IL
546.	Laurie Murray	IL
547.	Brad Etlin	IL
548.	Briana Edwards	IL
549.	Katherine Breen	IL
550.	Donald Mitckess	IL
551.	Inna Natanova	IL
552.	David Betczynski	IL
553.	Jonathan Dennison	IL
554.	Amy Randolph	IL
555.	Amethyst Martinez	IL
556.	Gary Regan	IL
557.	Heather Boffo	IL
558.	James Piff	IL
559.	Colleen Tracy	IL
560.	Johanna Shear	IL
561.	Amanda Randolph	IL
562.	Clint Harvel	IL
563.	Adam Fane	IL
564.	Jenna Husic	IL
565.	Elizabeth Jones	IL
566.	Brenda Messex	IL
567.	Joanne Kaplan	IL
568.	Ivy Levy	IL

569.	James Manzanares	IL
570.	Julia Mendes	IL
571.	Alexandr Aksenchik	IL
572.	Isabella Ferrari	IL
573.	Anya Vinogradova	IL
574.	Darcell Gresham Johnston	IL
575.	Emma Scheffel	IL
576.	Christine Dimaano	IL
577.	Dory Trumbulovic	IL
578.	Kimberly Kelley	IL
579.	Jaye Gilleland	IL
580.	Angela Thompson-Glidewell	IL
581.	Katelyn Kozielski	IL
582.	John Osberg	IL
583.	Kevin Joyce	IL
584.	Hanna Betts	IL
585.	Jackie Baldwin	IL
586.	Audrey Sargent	IL
587.	Claudia Miller-Carone	IL
588.	Christopher Palmi	IL
589.	Karen Spencer	IL
590.	Colin Brady	IL
591.	Felicia Howard	IL
592.	Austin Sullivan	IL
593.	Brenda Schurrer	IL
594.	Jill Krynski	IL
595.	Lisa Alexander	IL
596.	Cela Ramirez	IL
597.	Joan Jordan	IL
598.	Caleb Forsythe	IL
599.	Ashley Willoughby	IL
600.	Kolton Pollitt	IL
601.	John Jung	IL
602.	Diane Wright	IL
603.	Adnan Yarkhan	IL
604.	Allyson Borkowicz	IL
605.	Angie Monninger	IL
606.	Carol Rush	NV
607.	Joe O'Brien	IL
608.	Caitlyn McCormick	IL
609.	Camille Rogers	IL
610.	Kenia Espinoza	IL
611.	Dana Mascenic	IL

612.	Joseph Gray	IL
613.	Chris Schaerli	IL
614.	Joseph Asleson	IL
615.	Jennifer Steplowski	IL
616.	Anna Siwiew-Sitkowska	IL
617.	Kevin Raymer	IL
618.	Amy Spikings	IL
619.	Lorena Reynoso	IL
620.	Erica Usyak	IL
621.	Dena Barnett	IL
622.	Christopher Roye	IL
623.	Charles Nilles	IL
624.	John Bobrytzke	IL
625.	Heather Bancroft	IL
626.	Cynthia Robertson	IL
627.	Lisa Goldstein	IL
628.	Brendan Kelly	IL
629.	Gabrial Moszczyc	IL
630.	Brittany Slater	IL
631.	Jan Levin	IL
632.	Debra Alford	IL
633.	Andrian Daniels	IL
634.	Fanchon Youngblood	IL
635.	Kendan Burrows	IL
636.	Camilla Hudson	IL
637.	Claudia Putignano	IL
638.	James Machala	IL
639.	Jaclyn Romanow	IL
640.	Aerial Donovan	IL
641.	Ana Krstic	IL
642.	Jyoti Sills	IL